

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia



In re BRENDA KEMP,

Case No. 18-58311

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

CAPITAL ASSET RECOVERY

Name of Transferee

Name and Address where notices to transferee should be sent:

PO BOX 192585
DALLAS TX 75219

Phone: 888-921-2644

Last Four Digits of Acct #: 9179

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

IDA

Name of Transferor

Court Claim # (if known): 1

Amount of Claim: \$11,647.93

Date Claim Filed: 05/30/2018

Phone: _____

Last Four Digits of Acct. #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /S/ BRIAN GLASSCOCK
Transferee/Transferee's Agent

Date: 06/04/2018

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EXHIBIT A

Bill of Sale

IDA, for valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms and conditions of that certain Accounts Sale and Purchase Agreement dated March 31, 2015 ("Agreement") between Seller and Capital Asset Recovery LLC ("Purchaser"), hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those Accounts as defined in the Agreement.

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, INCLUDING COLLECTIBILITY, OR OTHERWISE, EXPRESS OR IMPLIED, except as set forth in the Agreement:

IDA

By: *James W. Robinson*

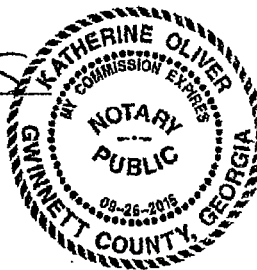
Date: 3-16-15

State of GA)
County of Lawrence) ss

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by IDA, on behalf of the company.

Katherine Oliver
Notary Public

Commission Expiration Date 9/26/15



LETTER TO TRUSTEE

IDA

March 31, 2015

All Chapter 7 and Chapter 13 Trustees

Dear Trustee:

Please be advised that IDA, having an office located at 780 Buford Hwy Building C-100 Suwanee, GA. 30024 has sold and transferred to Capital Asset Recovery LLC ("Buyer") all of those contracts listed on Schedule A1 with respect to which the Obligor has filed for relief under the United States Bankruptcy Code. Consequently, please accept this letter, and Buyer's Notice of Assignment of Claim filed in each of these cases, as evidence of the foregoing transfer.

Furthermore, I hereby request that all future bankruptcy notices, correspondence, trustee payments, and pleadings, for sold accounts only, be sent directly to Buyer at the address stated in its Notice of Assignment of Claim. Also, please make the appropriate address changes in your computer database with respect to these accounts.

Thank you in advance for your kind attention to this matter.

IDA

By: *Larry W. Pennington*

EXHIBIT C

POWER OF ATTORNEY

KNOW ALL PEOPLE BY THESE PRESENTS:

The undersigned ("Principal"), hereby constitutes and appoints Capital Asset Recovery, LLC ("Agent") as its true and lawful agent and attorney in fact to act in its name and stead or on its behalf with authority to do the following acts with respect to motor vehicle retail installment contracts and related rights which Agent purchased from Principal, set forth and described in Exhibit "A" (the contracts and related rights are referred to herein as the "Property");

After the date hereof:

1. Agent can receive, endorse and collect all payments made payable to or owed to Principal in connection with the Property, including, but not limited to, any payments received from a Chapter 7 and Chapter 13 bankruptcy trustee.
2. Agent can enforce, release, modify and transfer the rights and interests granted to Principal with respect to the Property, which on their face give Principal rights regarding the Property, including, but not limited to, rights with respect to insurance policies, motor vehicles, certificate of title and motor vehicle liens.
3. Agent can receive and endorse, on Principal's behalf, any certificate of title related to the Property only for purposes of transferring Principal's lien to Agent.

This power of attorney is coupled with an interest and cannot be terminated by Principal.

This power of attorney is made on March 31, 2015.

PRINCIPAL:

IDA

By: Larry W. Penner

STATE OF Georgia
COUNTY OF Gwinnett

I, Katherine Oliver, a Notary Public in and for said County, in said State, do hereby certify that the person personally known to me to be the same person whose name is subscribed to the foregoing instrument has appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her free and voluntary act for the uses and purposes therein set forth.
Given under my hand and official seal this 31st day of March, 2015.

Katherine Oliver
Notary Public, State of Georgia
Commission Expires 9/26/18

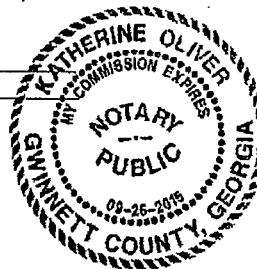


EXHIBIT D

FORM OF INSURANCE ASSIGNMENT

INSURANCE ASSIGNMENT

The undersigned ("Assignor"), hereby absolutely and irrevocably assigns to Capital Asset Recovery LLC. ("Assignee") all of Assignor's right, title and interest in, under, and with respect to all insurance and service contracts which provide any of the following coverage's with respect to motor vehicle retail installment contracts, described in Exhibit "A1" (the "Contracts"), which Assignor has sold to Assignee:


1. credit life, credit disability or credit accident and health;
2. casualty, damage, theft, loss or liability;
3. involuntary unemployment;
4. mechanical breakdown, warranty, maintenance or servicing;
5. lender protection, vendor/lender single interest, skip, repossessed vehicle casualty (including damage, theft and loss), confiscation, non-filing, failure of lien perfection, contract default or residual value; or
6. any other coverage assigned in writing by Assignor to Assignee.

Without limiting the rights included in this assignment, this assignment entitles Assignee to claim and collect all benefits, refunds and other amounts with respect to all coverage's pertaining to the Contracts that Assignor would be entitled to claim and collect, and to make such claims and collections in Assignee's name. Assignor hereby authorizes Assignee to sign Assignor's name on all such claims and collections Assignee makes, and to endorse Assignor's name on all such payments it receives, for a period not to exceed 90 days from the date of this Assignment and only so long as Assignee indicates that the signature is made by Assignee in its capacity as Assignee. Assignor hereby instructs and authorizes all providers of the foregoing coverage's to rely on this Assignment and any statement or instruction in writing by Assignee with respect to the operation and effect of this Assignment and the installment contracts covered by it. Assignor hereby agrees that the providers of the coverage's pertaining to the Contracts who so rely shall have no liability to Assignor for complying with this Assignment and such statements and instructions by Assignee.

Dated: March 31, 2015

ASSIGNOR:

IDA

By: 
Larry Pearson

ASSIGNEE:

Capital Asset Recovery LLC


By: 
Brian Glasscock.
C.O.O.

EXHIBIT E

WAIVER OF NOTICE OF CLAIM

IDA ("Transferor") has sold and assigned certain claims to Capital Asset Recovery LLC ("Transferee"). Transferee is a corporation organized under the laws of the State of Delaware, maintaining a place of business at 2501 Oak Lawn Ave Suite 140 Dallas, Texas 75219. Said claims arise from automobile loans ("Accounts") issued to individuals who have filed petitions commencing cases under the U.S. Bankruptcy Code.

Transferor consents to the attachment of a copy of this Waiver of Notice of Transfer of Claim to a Notice of Claim filed by Transferor pursuant to Federal Rule of Bankruptcy Procedure 3001 (e) (2). Transferor specifically waives the right to receive notice of and object to the filing of the Notice of Claim. Transferor requests that Transferee be substituted for Transferor immediately upon Notice of Transfer of Claim.

A copy of this Waiver shall have the same force and effect as the original.

IN WITNESS WHEREOF, Transferor has executed this Waiver by and through its duly authorized officer the 16 the day of July, 2015.

IDA

By: *Harry W. Pinner*